

## FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**First Amendment**”) is made as of December 13, 2011 by and between the State of California, Department of General Services (“**State**” or “**Department**”) and the Housing Authority of the City of Santa Clara, a public body, corporate and politic (“**Authority**”), with reference to the following:

### RECITALS

A. State and the Agency entered into that certain Purchase and Sale Agreement dated July 5, 2005 (the “**Purchase Agreement**”), a public record on file in the offices of the Authority, related to certain real property (the “**Seniors’ Property**”), as depicted and more particularly described therein. All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

B. Pursuant to that certain Assignment and Assumption Agreement dated March 8, 2011 by and between the City of Santa Clara, a public body, corporate and politic (“**City**”) and the Authority (the “**Assignment Agreement**”) and that certain Cooperation Agreement for Payment of Costs Associated with Certain Redevelopment Agency Funded Low and Moderate Income Housing Projects dated February 8, 2011 by and between the City and the Agency (the “**Cooperation Agreement**” and with the Assignment Agreement collectively referred to herein as the “**Assignment**”), the Agency’s rights, interests and obligations under the Purchase Agreement were assigned to the Authority by the City with the consent of the Agency.

C. The Purchase Agreement contemplates that the Seniors’ Property is being sold by the State as surplus property pursuant to the provisions of Chapter 631 of the Statutes of 2002, Section 1 and in accordance with California Government Code Section 11011.1.

D. The Purchase Price of the Seniors’ Property is a discounted value from market value in order to provide for the affordable housing for the PD Site in accordance with California Government Code Section 11011.1.

E. The Purchase Agreement contemplates that the Authority, a successor in interest to Agency, may assign all or a portion of its rights under the Purchase Agreement to a Seniors’ Developer for the purpose of developing the Seniors’ Project, provided that Authority shall not be released from its obligations under the Purchase Agreement without State’s written consent.

F. The parties now desire to delete the Affordability Covenants that were attached to the Purchase Agreement as Exhibit F and instead use the Affordability Covenants attached hereto as Exhibit A. Concurrently with the conveyance of the

Seniors' Property to the Seniors' Developer by Authority, the Affordability Covenants attached hereto as Exhibit A shall be executed and recorded.

G. The parties also desire to delete the Grant Deed that was attached to the Purchase Agreement as Exhibit E and instead use the Grant Deed attached hereto as Exhibit B.

H. To the extent permitted by law, the parties hereto agree that California Government Code section 11011.1 et seq., in effect as of the Effective Date of the Purchase Agreement shall remain operative.

NOW, THEREFORE in further consideration of the above recitals, all of which are expressly incorporated into the operative provisions of this First Amendment by this reference, the mutual promises and covenants of the parties set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Effect of this First Amendment. Except as expressly provided otherwise in this First Amendment and the attachments to this First Amendment, the Purchase Agreement, and each document executed or entered into pursuant to the Purchase Agreement, remains in full force and effect, enforceable in accordance with its terms, without diminution or waiver of any kind of any right or remedy of the parties hereto. All references in the Purchase Agreement to the "**Agreement**" and this First Amendment to the "**Purchase Agreement**" shall be modified to mean the Purchase Agreement as amended by this First Amendment.

2. Amendments to Purchase Agreement.

(a) Section 11.15 of the Purchase Agreement entitled Notice is amended as follows:

i) State's Address for Notice is hereby amended to read:

"Robert McKinnon  
Assistant Branch Chief  
Asset Management Branch  
Real Estate Services Division  
Department of General Services

with a copy to:

Alex Holtz  
Office of Legal Services  
Department of General Services  
707 Third Street, 7th Floor  
West Sacramento, CA 95605

with facsimile copy to:

Robert McKinnon  
(916) 376-1833

Alex Holtz  
(916) 376-5088”

ii) Authority’s Address is hereby added as follows:

“Santa Clara Housing Authority  
1500 Warburton Avenue  
Santa Clara, California 95050

with a copy to:

Santa Clara Housing Authority  
General Counsel  
{same address}

with email to:

Jennifer Sparacino  
JSparacino@santaclaraca.gov”

(b) Recital D of the Purchase Agreement is amended as follows:

The term “**Seniors’ Project**” is hereby amended to mean “The Seniors’ Property is expected to be developed for approximately 165 units of affordable housing for low- or moderate-income housing for senior citizens (“Seniors’ Project”), by an entity selected by the Authority (“Seniors’ Developer”).”

(c) Subsection 2.1 of the Purchase Agreement entitled Purchase Price is deleted in its entirety and replaced by the following:

“2.1 Purchase Price

(a) The purchase price for the Seniors’ Property consisting of five and eighty one-hundredths (5.80) acres shall not exceed eleven million six-hundred eighty-four thousand, two hundred seventy-five dollars (\$11,684,275) (the “**Purchase Price**”). The Purchase Price shall be based upon 5.98 acres which includes eighteen hundredths (0.18) of an acre of Worthington Circle dedicated to the City of Santa Clara and as shown on that certain parcel map, which map was filed in the office of the

recorder of the county of Santa Clara, State of California, on April 29, 2009, in Book 831 of Maps, Page(s) 53 and 54. The final price will be determined by calculating fifty-nine percent (59%) of the price per gross acre paid by SummerHill for their adjacent nine and nine hundred twenty-seven thousandths (9.927) acres, inclusive of roadways and, including the portion of the property (approximately 0.026 acres) located in Forest Avenue, but excludes the approximately one (1) acre park to be transferred by State to the City, and multiply that per acre price by five and ninety eight one-hundredths (5.98) to calculate the Purchase Price for the 5.80 acres purchased by Authority. Authority shall have the right to verify the actual price paid by SummerHill prior to close of escrow under this Agreement by reviewing, after close of escrow by SummerHill, all closing documents related to the SummerHill purchase.

(b) The Purchase Price is a discounted value from market value in order to provide for the affordable housing required for the PD Site, and there shall be an agreement which contain covenants, conditions and restrictions by and between the Authority and the Seniors' Developer (the "**Affordability Covenants**") to be recorded against the Seniors' Property at the time of transfer of the Seniors' Property from the Authority to said Seniors' Developer.

(c) The Affordability Covenants shall not be subject to subordination unless the funding sources for the construction of the Seniors' Project are required by law to be in a priority position.

(d) The Authority agrees that should the Affordability Covenants be subordinated, then if the Affordability Covenants are terminated by foreclosure or otherwise, and the Seniors' Property is not used for the Seniors' Project, then Authority shall pay to State the price per acre difference between the discounted Purchase Price for the Seniors' Property and the full value of the SummerHill price (e.g. if the SummerHill price is \$32,800,000.00, then the difference that the Authority would be obligated to pay to State would be calculated as follows:  $\$32,800,000 / 9.927 = \$3,304,120.08 \times 41\% = \$1,354,689.23 \times 5.98 \text{ acres} = \$8,101,041.60$ ). This obligation shall survive the transfer of title to the Seniors' Property from the Authority to the Seniors' Developer and shall be evidenced by a guarantee agreement or other agreement deemed necessary to enforce this obligation. This obligation shall be an obligation of the Authority and the Agency, and in the event the Agency is no longer eligible to receive tax increment from any redevelopment project area, then this obligation shall terminate."

(d) Subsection 6.4 of the Purchase Agreement entitled Close of Sale is deleted in its entirety and replaced by the following:

“6.4 Close of Sale. The close of escrow (“Close of Escrow” or “Closing”) shall occur within ten (10) calendar days after the close of escrow on the SummerHill Sale or on or before January 6, 2012, whichever is later.”

4. Revised Affordability Covenants. The Affordability Covenants attached as Exhibit F to the Purchase Agreement are hereby deleted and replaced with the Affordability Covenants attached hereto as Exhibit A.

5. Revised Grant Deed. The Grant Deed attached as Exhibit E to the Purchase Agreement is hereby deleted and replaced with the Grant Deed attached hereto as Exhibit B.

6. Consent to Assignment from Agency to Authority. Subject to the terms and conditions of this First Amendment, pursuant to section 11.1 of the Purchase Agreement the State consents to the Assignment, as described above in Recital B, to the Authority on the condition that the Agency remains fully obligated under the terms of the Purchase Agreement. Therefore, the parties hereto acknowledge and agree that the term “Agency” in the Purchase Agreement shall be deemed to also mean the Authority named herein.

7. Counterparts. This First Amendment may be executed in multiple copies, each of which shall be deemed an original, but all of which shall constitute one instrument after each party has signed such a counterpart.

8. Multiple Originals. This First Amendment is executed in four (4) duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first written above.

**[Signatures begin on following page.]**

“State”  
STATE OF CALIFORNIA  
Department of General Services  
Real Estate Services Division

By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name:  
Title:

**[Signatures continue on following page.]**

"Authority"  
SANTA CLARA HOUSING AUTHORITY  
a public body, corporate and politic,  
organized and existing in the County of Santa Clara,  
under and by virtue of the laws of the State of California

By: Jennifer Sparacino  
Jennifer Sparacino  
Executive Director

ATTEST  
By: Rod Diridon, Jr.  
Rod Diridon, Jr.  
Authority Secretary

APPROVED AS TO FORM:  
By: Richard E. Nosky, Jr.  
Richard E. Nosky, Jr.  
Authority General Counsel

KANE, BALLMER & BERKMAN  
By: Theodore (Ted) M. Ballmer  
Theodore (Ted) M. Ballmer  
Authority Special Counsel

**EXHIBIT A**

**FORM OF AFFORDABILITY COVENANTS**

[Behind this page.]



RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

HOUSING AUTHORITY OF THE  
CITY OF SANTA CLARA  
1500 Warburton Avenue  
Santa Clara, California 95050  
Attention: Executive Director

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

OFFICIAL BUSINESS  
Document entitled to free  
recording per Government  
Code Section 27383

### AGREEMENT CONTAINING COVENANTS

THIS AGREEMENT CONTAINING COVENANTS (this "**Agreement**") is dated as of \_\_\_\_\_, by and between \_\_\_\_\_ ("**Developer**"), and the HOUSING AUTHORITY OF THE CITY OF SANTA CLARA, a public body, corporate and politic ("**Authority**").

WHEREAS, Developer is the owner of that certain real property (the "**Property**") located in the City of Santa Clara more particularly described in Exhibit A which is attached hereto and incorporated herein by this reference; and

WHEREAS, for the purpose of providing for approximately 165 units of affordable housing for low- or moderate-income housing for senior citizens (the "**Low and Moderate Income Households**"), the Developer and Authority have entered into that certain Affordable Housing Agreement dated as of \_\_\_\_\_ (the "**Affordable Housing Agreement**"), which is incorporated herein by this reference (any capitalized term that is not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Affordable Housing Agreement); and

WHEREAS, pursuant to the Affordable Housing Agreement, the Authority is providing financial assistance to Developer to assist in the acquisition and development of the Property, using Low and Moderate Income Housing Funds made available to the Authority by the Santa Clara Redevelopment Agency; and

WHEREAS, the Affordable Housing Agreement contains certain provisions relating to the use of the Property.

NOW, THEREFORE, AUTHORITY AND DEVELOPER COVENANT AND AGREE AS FOLLOWS:

1. Maximum Incomes.

a. Developer covenants and agrees for itself, its successors and its assigns and every successor in interest to the Property or any part thereof, that Developer, its successors and assignees shall use the Property exclusively to provide affordable housing for Low and Moderate Income Households, except for those units designated as the management unit(s) for the on-site manager(s) as reasonably determined by the Authority.

b. The maximum incomes of Low and Moderate Income Households shall be determined on the basis of the income limits for low- and moderate income households in the Santa Clara MSA, published approximately annually by the California Department of Housing and Community Development (“HCD”).

2. Maximum Rents.

a. The maximum rent, including a reasonable utility allowance for utilities and services (excluding telephone), shall not exceed rents that are affordable to Low and Moderate Income Households under California Health and Safety Code section 50053. Affordable rent shall be based on area median income adjusted for family size appropriate to the unit, as determined by the California Department of Housing and Community Development. As used herein, the term “family size appropriate to the unit” shall equal the number of bedrooms in the unit plus one.

b. This requirement shall continue in effect for the Term of this Agreement.

c. In no event shall rents exceed the maximum rent permitted by tax credit regulations or the rules applicable to the use of Low and Moderate Income Housing Fund moneys, whichever is the lowest.

3. No Discrimination. The Developer covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, national origin, religion or sex in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property.

4. Benefit and Term of Covenants. The covenants established in this Agreement and any amendments hereto approved by the Authority and the Developer shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Authority, its successors and assigns, the City of Santa Clara, and the State of California, Department of General Services. The requirements of this Agreement shall remain in effect for fifty-five (55) years from the issuance of the permanent certificate of occupancy for the Low and Moderate Income Households (the “Term”).

5. Enforcement. The Authority, the City of Santa Clara, and the State of California, Department of General Services, are deemed beneficiaries of the terms and provisions of this Agreement and the covenants herein, both for and in their own right and for the purposes of protecting the interests of the community and other parties, public or private, for whose benefit this Agreement and the covenants running with the land have been provided. The Authority and the State of California, Department of General Services, shall have the right, but not the obligation, if the covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants are entitled.

6. Transfers. The covenants and agreements contained herein shall run with the land and not be personal obligations of the Developer. Upon the sale, conveyance or other transfer of the Property approved by the Authority or otherwise permitted under the Affordable Housing Agreement (a "**Transfer**") and the assumption of the obligations hereunder by a transferee, the Developer's liability for performance shall be terminated as to any obligation to be performed hereunder after the date of such Transfer.

7. Subordination. The covenants and agreements contained herein shall not be subject to subordination unless the funding sources for the construction of the Improvements are required by law to be in a priority position. Should the covenants and agreements contained herein be subordinated, then if said covenants and agreements are terminated by foreclosure or otherwise, and the Property is not used for the Low and Moderate Income Households, then pursuant to that certain Purchase and Sale Agreement dated July 5, 2005 by and between the Authority and the State of California, Department of General Services ("**State**" or "**Department**" therein) as amended by that certain First Amendment thereto dated \_\_\_\_\_, 2011 (collectively, the "**Purchase Agreement**"), a public record on file in the offices of the Authority, Authority shall pay to the State the price per acre difference between the discounted Purchase Price (as defined therein) for the Property and the full value of the SummerHill price (as defined therein). This obligation shall be an obligation of the Authority and the Agency, and in the event the Agency is no longer eligible to receive tax increment from any redevelopment project area, then this obligation shall terminate.

8. Counterparts. This Agreement may be executed by each party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

*[Signatures begin on following page.]*

IN WITNESS WHEREOF, the Authority and the Developer have executed this Agreement as of the date first written above.

**“AUTHORITY”**

**THE HOUSING AUTHORITY OF THE CITY  
OF SANTA CLARA**

By: \_\_\_\_\_  
Jennifer Sparacino  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Rod Diridon, Jr.  
Authority Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Richard E. Nosky, Jr.  
Authority General Counsel

KANE, BALLMER & BERKMAN

By: \_\_\_\_\_  
Theodore (Ted) M. Ballmer  
Authority Special Counsel

*[Signatures continue on following page.]*

**“DEVELOPER”**

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

CALIFORNIA ACKNOWLEDGEMENT

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_

(insert name and title of the officer)

personally appeared \_\_\_\_\_,

\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

CALIFORNIA ACKNOWLEDGEMENT

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_

(insert name and title of the officer)

personally appeared \_\_\_\_\_,

\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

CALIFORNIA ACKNOWLEDGEMENT

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_

(insert name and title of the officer)

personally appeared \_\_\_\_\_,

\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



**Exhibit "A"**

**LEGAL DESCRIPTION**

Real property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

PARCEL 3 AS SHOWN ON THAT CERTAIN PARCEL MAP, WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON APRIL 29, 2009, IN BOOK 831 OF MAPS, PAGE(S) 53 AND 54.

APN: 303-17-053

**EXHIBIT B**

**FORM OF GRANT DEED**

[Behind this page.]

RECORDING REQUESTED BY

State of California – Official Business  
Department of General Services

Document entitled to free recordation  
Pursuant to Gov't. Code Sec. 6103

WHEN RECORDED MAIL TO:

HOUSING AUTHORITY OF THE  
CITY OF SANTA CLARA  
1500 Warburton Avenue  
Santa Clara, California 95050  
Attention: Executive Director

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 303-17-053

**STATE OF CALIFORNIA  
GRANT DEED  
(SENIOR HOUSING SITE)**

PURSUANT TO THE PROVISIONS OF CHAPTER 631 OF THE STATUTES OF 2002, SECTION 1, the STATE OF CALIFORNIA, through its duly appointed and qualified Director of General Services (“**State**”), does hereby grant to the HOUSING AUTHORITY OF THE CITY OF SANTA CLARA, a public body, corporate and politic (“**Authority**”), all its right, title, and interest in and to the real property in the City of Santa Clara, County of Santa Clara, State of California (“**Property**”), described on the attached Exhibit A consisting of one page and by this reference made a part hereof, in accordance with and subject to the covenants, conditions and restrictions set forth in this instrument (this “**Grant Deed**”).

EXCEPTING AND RESERVING to the State of California, in all lands described herein, all minerals and mineral deposits, including, but not limited to, oil and gas, other gases, including, but not limited to, nonhydrocarbon and geothermal gases, oil shale, coal, phosphate, alumina, silica, fossils of all geological ages, sodium, gold, silver, metals and their compounds, alkali, alkali earth, sand, clay, gravel, salts and mineral waters, uranium, trona, and geothermal resources, together with the right of the State to prospect for, drill for, extract, mine and remove such deposits or resources, except that the State or persons authorized by the State shall not have the right to prospect for, drill for, extract, mine or remove such deposits above a plane located 500 feet below the surface nor a right to occupy and use the surface of such lands for said purposes.

This Grant Deed is made pursuant to that certain Purchase and Sale Agreement for the Purchase of Land by and between State and Authority dated July 5, 2005, as amended by that certain First Amendment thereto dated \_\_\_\_\_ (collectively, the “**Purchase Agreement**”), which are public records on file in the offices of the Secretary of the Housing

Authority of the City of Santa Clara and the offices of State, and is incorporated herein as though fully set forth herein. All capitalized terms used in this Grant Deed shall have the meaning ascribed to them in the Purchase Agreement unless indicated to the contrary herein.

State and Authority agree as follows:

1. In accordance with the Purchase Agreement and California Government Code section 11011.1 et seq., Authority hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property and each portion thereof, that the Property shall be developed for the purpose of providing low- or moderate-income housing for not less than 40 nor more than 55 years.

2. In accordance with the Purchase Agreement and California Government Code section 11011.1 et seq., in the event Authority, including its successors, its assigns, and every successor in interest to the Property and each portion thereof, does not comply with the land use requirements prescribed in Paragraph 1 above, or the Affordability Covenants as prescribed by the Purchase Agreement, Authority shall pay the State the difference between the actual price paid per acre by the Authority for the Property and the fair market value of the Property as determined by the full value of the SummerHill price (e.g. if the SummerHill price is \$32,800,000.00, then the difference that the Authority would be obligated to pay to State would be calculated as follows:  $\$32,800,000/9.927 = \$3,304,120.08 \times 41\% = \$1,354,689.23 \times 5.98 \text{ acres} = \$8,101,041.60$ ). This obligation shall survive the transfer of title to the Seniors' Property from the Authority to the Seniors' Developer and shall be evidenced by a guarantee agreement or other agreement deemed necessary to enforce this obligation. This obligation shall be an obligation of both the Authority and the Agency, and in the event the Agency is no longer eligible to receive tax increment from any redevelopment project area, then this obligation shall terminate.

3. In accordance with California Government Code section 11011.1 et seq., Authority shall commence development of the Seniors' Project, as contemplated in the Purchase Agreement, within 24-months of the original transfer of the Property from the State to the Authority. However, the State, in consultation with the department of Housing and Community Development, may for justifiable cause extend the time for commencement of development of the Seniors' Project for an additional 36-months. The aggregate time for commencing development of the Seniors' Project shall not exceed 60-months. If development of the Seniors' Project has not commenced within the timeframes prescribed in this Paragraph 3, the Property shall revert to the State for disposal pursuant to the authority in this Paragraph 3 or as otherwise authorized by law.

4. All obligations of "Authority" under this Grant Deed (and all of the terms, covenants and conditions of this Grant Deed) shall be binding upon Authority, its successors and assigns and every successor in interest of the Property or any portion thereof or any interest therein, for the benefit and in favor of the State, its successors and assigns. All rights of "Authority" under this Grant Deed shall inure to the benefit of Authority and its permitted successors and assigns.

5. This Grant Deed shall not merge with any other agreement between the State and the Authority.

6. Breach of any of the covenants, conditions, restrictions, or reservations contained in this Grant Deed shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property, whether or not said mortgage or deed of trust is subordinated to this Grant Deed, but unless otherwise herein provided, the terms, conditions, covenants, restrictions and reservations of this Grant Deed shall be binding and effective against the holder of such mortgage or deed of trust and any owner of the Property, or any part thereof, whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

IN WITNESS WHEREOF, the State and Authority have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized as of the dates shown below.

[Signatures begin on following page.]

**“State”**  
**STATE OF CALIFORNIA**  
Department of General Services  
Real Estate Services Division

By: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

[Signatures continue on following page.]

**“Authority”**  
**SANTA CLARA HOUSING AUTHORITY**  
a public body, corporate and politic,  
organized and existing in the County of Santa Clara,  
under and by virtue of the laws of the State of California

By: \_\_\_\_\_  
Jennifer Sparacino  
Executive Director

Dated: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Ron Diridon, Jr.  
Authority Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Richard E. Nosky, Jr.  
Authority General Counsel

KANE, BALLMER & BERKMAN

By: \_\_\_\_\_  
Theodore (Ted) M. Ballmer  
Authority Special Counsel

**CALIFORNIA ACKNOWLEDGEMENT**

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



**CALIFORNIA ACKNOWLEDGEMENT**

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A TO GRANT DEED**

**LEGAL DESCRIPTION**

Real property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

PARCEL 3 AS SHOWN ON THAT CERTAIN PARCEL MAP, WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON APRIL 29, 2009, IN BOOK 831 OF MAPS, PAGE(S) 53 AND 54.

APN: 303-17-053

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 2011 from STATE OF CALIFORNIA, through its duly appointed and qualified Director of General Services, to the HOUSING AUTHORITY OF THE CITY OF SANTA CLARA, a public body, corporate and politic, is hereby accepted by the undersigned officer on behalf of the Housing Authority of the City of Santa Clara pursuant to authority conferred by resolution of the Housing Authority of the City of Santa Clara adopted on \_\_\_\_\_, 2011, and the grantee consents to recordation of the Grant Deed by its duly authorized officer.

### "Authority"

#### SANTA CLARA HOUSING AUTHORITY

a public body, corporate and politic,  
organized and existing in the County of Santa Clara,  
under and by virtue of the laws of the State of California

By: \_\_\_\_\_  
Jennifer Sparacino  
Executive Director

Dated: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Ron Diridon, Jr.  
Authority Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Richard E. Nosky, Jr.  
Authority General Counsel

KANE, BALLMER & BERKMAN

By: \_\_\_\_\_  
Theodore (Ted) M. Ballmer  
Authority Special Counsel

**CALIFORNIA ACKNOWLEDGEMENT**

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)